

EXCLUSIVE ADMINISTRATION AGREEMENT

AGREEMENT made as of the 17th day of June, 1994 between Toots Music, Inc. - Frederick Hibbert ("Company"), party of the first part, and **KEEP ON KICKING MUSIC, INC.**, party of the second part ("Publisher").


WHEREAS, Company, pursuant to written songwriter agreements (individually and collectively, as context requires, the "Songwriter Agreement") is an owner or co-owner of those certain musical compositions described on Exhibit "A", annexed hereto and made part hereof (individually and collectively, the "Composition").

WHEREAS, Company desires to appoint Publisher as the exclusive administrator throughout the world of the Composition on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it hereby is agreed as follows:

1. Company hereby irrevocably and absolutely sells, assigns, conveys and sets over to Publisher, an undivided fifty percent (50%) interest in all of Company's interest in and to each Composition, including all worldwide right, title and interest, and ownership of every kind, in, to and of the Composition including, but not limited to, the worldwide copyright therein, and any and all extensions, renewals and revised terms thereof. In connection therewith, Publisher shall cause the copyright in the Composition to be registered jointly in the names of Company and Publisher, and other co-owners as applicable or, if previously registered in Company's name, then Publisher shall cause the assignment of the copyright interest conveyed herein to be duly filed. Musical compositions presently not listed on Schedule "A" may be made a "Composition" hereunder at any time upon mutual written consent of Publisher and Company.

2. (a) Company hereby irreocably grants and assigns to Publisher the sole and exclusive right to administer all rights in the Composition and collect all monies derived therefrom throughout the world during the full term of the worldwide copyrights in and to the Composition, and any and all extensions, renewals, or revised terms thereof. Without limiting the generality of the foregoing, Publisher shall have the right to enter into any and all licenses and agreements for the exploitation, performance, mechanical or other reproduction, synchronization, printing, publication or other use of the Composition of any nature whatsoever throughout the world and to collect all monies payable with respect thereto.



(b) Publisher shall pay Company Seventy-Five Percent (75%) of all "net monies" as hereinafter defined actually received by Publisher in respect to the Composition from which percentage Company shall be solely responsible for the payment of all songwriter royalties payable in respect thereof. Publisher shall be intitled to collect and retain for itself the remaining twenty-five (25%) percent of all such "net monies" and shall have no obligation to account with respect thereto insofar as any songwriter royalties are concerned. Notwithstanding the foregoing, with respect to the so-called "publisher's share" of public performance royalties, each party shall be entitled to receive fifty percent (50%) thereof. "Net monies" shall mean all monies actually received by Publisher specifically in referende to the Composition which remain after deduction "off the top" of Publisher's taxes and out-of-pocket expenses, including but not limited to third party publishing, collection, licensing or subpublisher's fees. Company acknowledges having been advised by Publisher that Rondor Music is Publisher's subpublisher throughout the world (excluding United States and Canada) and that Rondor is intitled to deduct a portion of monies earned by the Composition prior to remittance thereof to Publisher in the United States and that such portion is presently Twenty Percent (20%) (with other standard variations depending on use and source of income).

(c) Publisher will render on or before August 30th and February 28th of each year, statements showing the amount of royalties due to Company hereunder for the semi-annual period ending June 30th and December 31st respectively, accompanied by payment of any royalties shown to be due in said statements with no accountings being due during any period in which total accrued revenues have amounted to less than One Hundred Dollars (\$100). Company shall have customary audit rights to verify compliance by Publisher with the payment provisions hereof, which rights shall be exercisable no more than once per year.

(d) Upon execution hereof Publisher shall pay Company Two Thousand Dollars (\$2,000) as an advance against any and all monies otherwise payable to Company hereunder.

3. (a) Publisher and Company each respectively warrant and represent to the other that it has the power and authority to enter into this Agreement and perform in accordance with the terms hereof; and that it has not made any transfer or entered into any agreement which is inconsistent with the terms and conditions of this Agreement or which could interfere with or derogate from the full enjoyment of the other party's rights hereunder.

(b) Company hereby assigns to Publisher the benefit of all agreements, warranties, representations and indemnities which would affect this Agreement which are made by Writer in the Songwriter Agreement. Without limiting the foregoing, Company warrants and represents that the Composition is original and does not infringe upon the rights of any third parties. In the event of any breach thereof, Company shall be responsible and liable to Publisher to the same extent as if directly made by Writer to Publisher for Publisher's benefit. Company hereby agrees and grants to Publisher the right to enforce directly against Writer any and all of the provisions of the Songwriter Agreement. Company may not amend the Songwriter Agreement in any way which affects Company's and/or Publisher's rights in the Composition hereunder without Publisher's prior written consent.

(c) Each of the parties hereto agrees to at all times indemnify, save and hold the other party hereto harmless from and against any and all claims, damages, liabilities, costs and expenses, including legal expenses and reasonable counsel fees, arising out of any breach by it of its warranties, representations or agreements made hereunder. The indemnitee shall give the indemnitor prompt written notice of any claim or action covered by said indemnity, and pending the disposition of any such claim or action the indemnitee shall have the right to withhold payment of such portion of any and all monies hereunder as shall be reasonably related to the size of the claim and estimated counsel fees and costs. If the indemnified party shall settle or compromise any such claim or action, the foregoing indemnity shall cover only that portion (if any) of the settlement or compromise to which the indemnitor shall have given its prior written approval, the parties hereto agree that neither of them as an indemnitor hereunder shall unreasonably withhold any such approval.

4. All notices shall be in writing and shall either be delivered by registered or certified mail (return receipt requested), postage prepaid, or by telegraph, all charges prepaid. The date of mailing or of deposit in a telegraph office, whichever shall be first, shall be deemed the date of service.

5. The parties hereto shall execute any further documents, including, without limitation, assignments of copyrights, and do all other acts necessary, to effectuate fully the terms and provisions of this Agreement.

6. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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7. Nothing herein contained shall constitute a partnership between or a joint venture between the parties hereto. Neither party hereto shall hold itself out contrary to the terms of this paragraph, and neither party shall become liable for any obligation, act or omission of the other party contrary to the provisions hereof.

8. A waiver by either party of any term or condition of this Agreement, in any instance, shall not be deemed or construed as a waiver of such conditions for the future or of any subsequent breach thereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative, and none of them shall be in limitation of any other remedy, right, undertaking, obligation, or agreement by either party. If any provision of this Agreement shall be declared invalid, same shall not affect the validity of the remaining provisions hereof.

9. This Agreement is made and shall be construed under the laws of the State of New York applicable to agreements made in and to be wholly performed within the State of New York. This Agreement represents the entire understanding of the parties and may not be altered or amended in any manner except by a written instrument executed by all parties hereto.

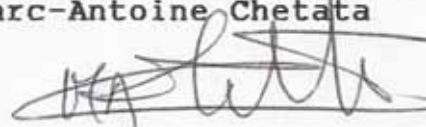
IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

TOOTS MUSIC, INC. - Frederick Hibbert
153 E. 91st St., Brooklyn, NY 11212
By _____



KEEP ON KICKING MUSIC, INC.
105 W. 28th St., N.Y., N.Y. 1001

By _____
Marc-Antoine Chetata



6/17/84

Schedule "A" To Agreement Dated June 17, 1994 Between Frederick Hibbert- Toots Music And Keep On Kicking Music Inc.

It is agreed between Toot Music / Fredrick Hibbert and Keep On Kicking Music Inc. that all PRIOR COMPOSITIONS (WORKS) AND SHARES OF WORKS not copyrighted or not under agreement with another Publisher that Toots Music as well as ALL COMPOSITIONS written by Frederick Hibbert during the next five years from the date of this agreement are part of Toots Music catalog.

ON THE LIST OF TITLES BELOW THE WRITER COMPOSED WORDS AND MUSIC HIS SHARE BEING INDICATED BETWEEN PARENTHESES

1/ Split Personality	Frederick Hibert (100%)
2/ Jungle	Frederick Hibert (100%)
3/ Give It To Me	Frederick Hibert (100%)
4/ Livity	Frederick Hibert (100%)
5/ Maybe Not	Frederick Hibert (100%)
6/ Jammin On The Faultline	Frederick Hibert (100%)
7/ Part Of My Life	Frederick Hibert (100%)
8/ Gospel Trumpet	Frederick Hibert (100%)
9/ One Look	Frederick Hibert (100%)
10/ He's real	Frederick Hibert (100%)
11/ Waiting So Long	Frederick Hibert (100%)
12/ War (Stop The War)	Frederick Hibert (100%)
13/ Teenager	Frederick Hibert (100%)
14/ Sometimes It's Rough	Frederick Hibert (100%)
15/ Do You Know	Frederick Hibert (100%)
16/ Cilia	Frederick Hibert (100%)
17/ Come Over To My Place	Frederick Hibert (100%)
18/ Hard Road	Frederick Hibert (100%)

Signed & Agreed:

Frederick Hibbert

Toots Music - Frederick Hibbert

[Signature]

Page 2 of Schedule "A" To Agreement Dated June 17, 1994 Between
Frederick Hibbert - Toots Music And Keep On Kicking Music, Inc.
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ON THE LIST OF TITLES BELOW THE WRITER COMPOSED WORDS AND MUSIC
HIS SHARE BEING INDICATED BETWEEN PARENTHESES

19) Love Not To Boast	Frederick Hibbert	(100%)
20) Hippie Hi Oh	Frederick Hibbert	(100%)
21) Hard Life Situation	Frederick Hibbert	(100%)
22) Dance To The Beat	Frederick Hibbert	(100%)
23) Teach The Children	Frederick Hibbert	(100%)
24) We Are No Strangers	Frederick Hibbert	(100%)
25) Kingman Cometh	Frederick Hibbert	(100%)
26) Jungle	Frederick Hibbert	(100%)
27) Do You Believe	Frederick Hibbert	(100%)
28) Give My Love To You	Frederick Hibbert	(100%)
29) Livity	Frederick Hibbert	(100%)
30) Open That Door	Frederick Hibbert	(100%)
31) Perfect Lover	Frederick Hibbert	(100%)
32) Give Me Your Love	Frederick Hibbert	(100%)
33) Whatever It Takes	Frederick Hibbert	(100%)
34) Liberation	Frederick Hibbert	(100%)
35) Make My Day	Frederick Hibbert	(100%)
36) Eye For An Eye	Frederick Hibbert	(100%)
37) Without A Doubt	Frederick Hibbert	(100%)
38) Love Not To Boast	Frederick Hibbert	(100%)
39) When I Remember	Frederick Hibbert	(100%)
40) I've got To Win	Frederick Hibbert	(100%)
41) Stay Away	Frederick Hibbert	(100%)
42) Wanna Spend The night	Frederick Hibbert	(100%)
43) Splir Personality	Frederick Hibbert	(100%)
45) Give It To Me	Frederick Hibbert	(100%)

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Additional Songs added to Schedule "A" of Agreement Dated June 17, 1994 Between Frederick Hibbert - Toots Music And Keep On Kicking Music, Inc. now between Alla SonMusic Inc. & Keep On Kicking Ltd.

	Song Title	F.Hibbert Writer Share	Other Writers	Other Publishers Counter Claim	Alla SonMusic Claim
1					
2	African Doctor	100		Ackee M.I./Blue Mountain M.L	100
3	Another Chance	33.33	Gordon/McCarty	R B MusLtd/Sparta Florida	33.33
4	Bam Bam	100		Ackee M.I. / Rydim M.L	100
5	Beautiful (version)	100		Ackee M.I. / Rydim M.L	100
6	Beautiful Woman	100		Ackee M.I. / Rydim M.L	100
7	Bla Bla	33.33	Gordon/McCarty	Ackee M.I./Blue Mountain M.L/ Beverly Rec.	33.33
8	Brother To Brother	100		Sheila Music CorpLtd Island Music Inc Blue Mountain	100
9	Careless Ethiopians	100		Island Mus Inc/Blue Mountain ML	100
10	Chatty Chatty	100		Island Mus Inc/Blue Mountain ML	100
11	Christmas Feelings	33.33	Maytals 2&3	R B MusLtd/Sparta Florida	33.33
12	Christmas Song	33.33	Gordon/McCarty	Blue Mountain ML	33.33
13	Come Down Part 1	100		Trojan Music Ltd	100
14	Come Down	100		Sheila Music CorpLtd Island Music Inc Blue Mountain	100
15	Come Reggae	100		Sheila Music CorpLtd Island Music Inc Blue Mountain	100
16	Coolie Baby	100		Sheila Music CorpLtd Island Music Inc Blue Mountain	100
17	Daddy 2	100 & 33.33	Gordon/McCarty	Sheila Music CorpLtd Island Music Inc Blue Mountain	100 & 33.33
18	Dilly Dally	100		Island Mus Inc/Blue Mountain ML	100
19	Dog War	100		Island Mus Inc/Blue Mountain ML	100
20	Do The Reggae	100		Ackee M.I. / Rydim M.L	100
21	Down To This	10	Doughty M/	Sheila Music CorpLtd Island Music	10
22	Enough Is Enough	100		Island Mus Inc/Blue Mountain ML	100
23	Everybody Needs	100		Island Mus Inc/Blue Mountain ML	100
24	Famine	100		Ackee M.I./Blue Mountain M.L	100
25	Feel So Good	100		Beverly Rec./Blue Mountain ML	100
26	Fever	100		Sheila Music CorpLtd Island Music Inc Blue Mountain	100
27	Fifty Four Forty Six	100		Island Mus Inc/Beverly Rec/Island	100
28	Fire Fire	100		Ackee M.I./Blue Mountain M.L/ Island Mus.	100
29	Five Thousand Four Hundred And Forty	100		Ackee M.I./Blue Mountain M.L/ Beverly Rec.	100
30	Six Was My	100		Island Mus Inc/Blue Mountain ML	100
31	Fret Not	100		Sheila Music CorpLtd Island Music Inc Blue Mountain	100
32	Funky Kingston	100			

07/11/16

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	Song Title	F.Hibbert Writer Share	Other Writers	Other Publishers Counter Claim	Alla SonMusic Claim
1	Funky West Side		Smith Anthony/ Dike M William/ Ross Lawrence	Sheila Music Corp Ltd Island Music Inc Blue Mountain	
32		25			25
33	Gee Wiz	100		Island Mus Inc/Blue Mountain ML	100
34	Get Up Stand Up	100		Ackee M.I./Blue Mountain M.L	100
	Girl You're Acting So Funny	100		Sheila Music Corp Ltd Island Music Inc Blue Mountain	100
35					
36	Give Your Love	33.33	Maytals 2&3	R B Mus Ltd/Sparta Florida	33.33
37	Gold & Silver	100		Ackee M.I./Blue Mountain M.L	100
	Gone With The Wind			Island Mus Ltd/Beverly Rec/ Polygram Int MP/Songs Of Polygram Int	
38		100			100
	Gonna Need Somebody	100		Ackee M.I./Blue Mountain M.L/ Island Mus.	100
39					
40	Got To Be There	100		Island Mus Inc/Blue Mountain ML	100
41	Got To Reel	100		Ackee M.I./Blue Mountain M.L	100
	Hallelujah 2	100 & 33.33	Maytals 2&3	NONE/Island Mus Ltd/Beverly Rec/ Polygram Int MP/Songs Of Polygram Int	
42					100
43	Happy Christmas	100		Sheila Music Corp Ltd	100
	Having A Party			Sheila Music Corp Ltd Creole Music Ltd	
44		100			100
45	He Will Provide	33.33	Maytals 2&3	R B Mus Ltd/Sparta Florida	33.33
46	Hurry Up	33.33	Maytals 2&3	R B Mus Ltd/Sparta Florida	33.33
	I Alone			Ackee M.I./Blue Mountain M.L/ Island Mus.	
47		100			100
	I Can't Believe (What You Say)	100		Sheila Music Corp Ltd Island Music Inc Blue Mountain	100
	I Feel Alright			Ackee M.I./Blue Mountain M.L/ Island Mus.	
49		100			100
50	If You Act This Way	33.33	Gordon/McCarty	Sheila Music Corp Ltd	33.33
51	I Know We Can	100		Island Mus Inc/Blue Mountain ML	100
	I Know 2	100 & 33.33	Maytals 2&3	Sheila Music Corp Ltd Island Music Inc Blue Mountain / NONE	
52					100
53	Inside Outside	100		Ackee M.I./Blue Mountain M.L	100
	In The Dark		Chin Eddie Yuk Fah	Sheila Music Corp Ltd Creole Music Ltd.	
54		100 & 50			100
	I Shall Be Free			Ackee M.I./Blue Mountain M.L/ Island Mus.	
55		100			100
56	Israel Children	100		Island Mus Inc/Blue Mountain ML	100

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	Song Title	F.Hibbert Writer Share	Other Writers	Other Publishers Counter Claim	Alla SonMusic Claim
1					
57	It's No Use	100		Ackee M.I./Blue Mountain M.L/ Island Mus.	100
58	It's You 2	100&1/3	Gordon/McCarty	Ackee M.I./Blue Mountain M.L/ Island Mus. / NONE	100
59	It Was Written Down	100		Sheila Music CorpLtd Island Music Inc Blue Mountain	100
60	John & James	100		Ackee M.I./Blue Mountain M.L/ Beverly Rec.	100
61	Johnny Coolman	100		Beverly Rec Ltd/Blue Mountain ML	100
62	Journey Man	100		Island Mus Inc/Blue Mountain ML	100
63	JoyJean	33.33	Maytals 2&3	R B MusLtd/Sparta Florida	33.33
64	Just Like That	100		Island Mus Inc/Rydim Mus Ltd	100
65	Know Me Good	100		Beverly Rec L/Blue Mountain ML	100
66	Koo Doo	100		Beverly Rec L/Blue Mountain ML	100
67	Let's Jump	33.33	Maytals 2&3	R B MusLtd/Sparta Florida	33.33
68	Let's Kiss	33.33	Maytals 2&3	R B MusLtd/Sparta Florida	33.33
69	Let's Not Make A Fuss	100		R B MusLtd/Sparta Florida	100
70	Living In The Ghetto	100		Island Mus Inc/Blue Mountain ML	100
71	Look Me In The Eye	100		Island Mus Inc/Blue Mountain ML	100
72	Love Divine	33.33	Maytals 2&3	R B MusLtd/Sparta Florida	33.33
73	Love Gonna Walk Out On Me	100		Sheila Music CorpLtd Creole Music Ltd.	100
74	Love Gonna Walk Out	50	Davidson B	Sheila Music CorpLtd Creole Music Ltd.	50
75	Man Who Knows	33.33	Maytals 2&3	R B MusLtd/Soul Mus Ltd	33.33
76	Marching On	33.33	Maytals 2&3	R B MusLtd/Sparta Florida	33.33
77	Matthew Mark	33.33	Gordon/McCarty	R B MusLtd/Sparta Florida	33.33
78	Missing You	100		Island Mus Inc/Blue Mountain ML	100
79	Monkey Girl	100		Ackee M.I./Blue Mountain M.L/ Island Mus.	100
80	Monkey Man	100		Ackee M.I./Blue Mountain M.L/ Beverly Rec.	100
81	My Darling	33.33	Maytals 2&3	R B MusLtd/Sparta Florida	33.33
82	My Destination	66.66	Gordon/McCarty	Shakat Music Pub	66.66
83	My Love Is So	100		Ackee M.I./Blue Mountain M.L	100
84	Never Get Weary	100		Ackee M.I. / Rydim M.L	100
85	Never You Change	33.33	Gordon/McCarty	Beverly Rec Lt/Blue Mountain ML	33.33
86	Night & Day	100		Beverly Rec Lt/Blue Mountain ML	100
87	Nine O'Clock	100		Beverly Rec Lt/Blue Mountain ML	100
88	No Difference Here	100		Ackee M.I./Blue Mountain M.L	100

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Additional Songs added to Schedule "A" of Agreement Dated June 17, 1994 Between Frederick Hibbert - Toots Music And Keep On Kicking Music, Inc. now between Alla SonMusic Inc. & Keep On Kicking Ltd.

	Song Title	F.Hibber Writer Share	Other Writers	Other Publishers Counter Claim	Alla SonMusic Claim
1	Oh Yeah			Ackee M.I./Blue Mountain M.L/ Island Mus.	100
89	Papa Dee Mama	100		Ackee M.I. / Rydim M.L	100
90	Pass The Pipe	100		Ackee M.I./Blue Mountain M.L	100
91	Peace Perfect	100		Blue Mountain M.L/ Island Mus.	100
92	Peeping Tom	100		Ackee M.I./Blue Mountain M.L/ Island Mus.	100
93	People	100		Ackee M.I./Blue Mountain M.L/ Island Mus.	100
94	Pomp & Pride	100		Sheila Music CorpLtd Island Music Inc Blue Mountain	100
95	Pomps & Pride	100		Sheila Music CorpLtd Creole Music Ltd.	100
96	Premature	100		Blue Mountain M.L/ Island Mus.	100
97	Pressure Drop	100		Ackee M.I./Blue Mountain M.L/ Beverly Rec.	100
98	Rastaman	100		Blue Mountain M.L/ Island Mus.	100
99	Redemption Song	100		Sheila Music CorpLtd Island Music Inc Blue Mountain	100
100	Reggae Got Soul	75	Line Warwick A	Sheila Music CorpLtd Island Music Inc Blue Mountain Creole Music	75
101	Revival Reggae	100		Ackee M.I./Blue Mountain M.L/ Island Mus.	100
102	Revival Time	100		Blue Mountain M.L/ Island Mus.	100
103	Revolution	100		Sheila Music CorpLtd Island Music Inc Blue Mountain	100
104	Rhythm Down Low	100		Sheila Music CorpLtd Island Music Inc Blue Mountain	100
105	Sailing On	100		Sheila Music CorpLtd Island Music Inc Blue Mountain	100
106	Screwface	100		Blue Mountain M.L/ Island Mus.	100
107	Underground	100			100
108	See It My Way	16.66	Dunbar S/	Rydim Mus/ Island Mus.	16.16
109	She's My Scorcher	100		Ackee M.I./Blue Mountain M.L/ Island Mus.	100
110	She Will Never Let Me Down	100		Sheila Music CorpLtd Island Music Inc Blue Mountain	100
111	Shining Light	33.33	Maytals 2&3	R B MusLtd/Sparta Florida	33.33
112	Show Me The Way	100		Ackee M.I. / Rydim M.L	100
113	Show Time	100		Blue Mountain M.L/ Island Mus.	100
114	So Bad	100		Blue Mountain M.L/ Island Mus.	100

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	Song Title	F.Hibbert Writer Share	Other Writers	Other Publishers Counter Claim	Alla SonMusic Claim
1					
115	So You Say	100		Sheila Music Corp Ltd Island Music Inc Blue Mountain	100
116	Spend The Weekend	100		Blue Mountain M.L/ Island Mus.	100
117	Spiritual Healing	100		Blue Mountain M.L/ Island Mus.	100
118	Strong Lover	100		Rydim M.L/ Island Mus.	100
119	Sun Moon And Star	100		Ackee M.I./Blue Mountain M.L/	100
120	Sweet Memories	100		Blue Mountain M.L/ Island Mus.	100
121	Sweet Sweet Jenny	66.66	Gordon/McCarty	R B MusLtd/Sparta Florida	66.66
122	Take A Look In The Mirror	100		Sheila Music Corp Ltd Island Music Inc Blue Mountain	100
123	Take It From Me	100		Ackee M.I./Blue Mountain M.L/ Island Mus.	100
124	Teacher Teacher	100		Ackee M.I./Blue Mountain M.L/ Beverly Rec.	100
125	Tell Me The Reason 2	100 & 33.33	Maytals 2&3	Ackee M.I./Blue Mountain M.L/ Island Mus./ NONE	100
126	This Love Is Hard To Find	100		Sheila Music Corp Ltd Creole Music Ltd.	100
127	Thy Kingdom Come	100		Blue Mountain M.L/Beverly Rec L	100
128	Time Tough	100		Blue Mountain M.L/ Island Mus.	100
129	Too Bad	100		Blue Mountain M.L/ Island Mus.	100
130	True Love Is Hard To Find	100		Blue Mountain M.L/ Island Mus.	100
131	Turn It Over	50	Blade Roy A	Ackee M.I./Blue Mountain M.L/ Island Mus.	50
132	Turn It Up	100		Blue Mountain M.L/ Island Mus.	100
133	Two Different Styles	100		Sheila Music Corp Ltd Island Music Inc Blue Mountain	100
134	Two Time	100		Blue Mountain M.L/ Island Mus.	100
135	Walk With Love	100		Ackee M.I./Blue Mountain M.L/ Beverly Rec.	100
136	Water Melon	100		Ackee M.I./Blue Mountain M.L/ Island Mus.	100
137	What's On Your Mind	100 / 33.33	Maytals 2&3	Sheila Music Corp Ltd Island Music Inc Blue Mountain / NONE	100
138	Will You Be Kind	100		Ackee M.I. / Rydim M.L	100
139	Will You Be King	100		Blue Mountain M.L/ Island Mus.	100
140	You Know	100		Blue Mountain M.L/ Island Mus.	100

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	Song Title	F.Hibbert Writer Share	Other Writers	Other Publishers Counter Claim	Alla SonMusic Claim
1					
141	You Make Feel The Way I Do	100		Sheila Music Corp Ltd Island Music Inc Blue Mountain	100

Handwritten signatures of F. Hibbert and J. H.

Additional Songs added to Schedule "A" of Agreement Dated June 17, 1994 Between Frederick Hibbert - Toots Music And Keep On Kicking Music, Inc. now between Alla SonMusic Inc. & Keep On Kicking Ltd.

1	Song Title	F.Hibbert Share	Other Writers	Other Publishers Counter Claim	AllaSonMus Claim
2	Alidina	66.66	Gordon/McCarty	NONE	100
3	Are You Mine	66.66	Maytals 2&3	NONE	100
	Bim Today & Bam Tomorrow	33.33	Gordon/McCarty	NONE	100
5	Bim Today	66.66	Gordon/McCarty	NONE	100
6	Black Rose	100		NONE	100
7	Blessed Assurance	33.33	Maytals 2&3	NONE	100
8	Breast Stiff	50	Militon Nigel CA	DEMICS PUB / NONE	50
9	Butterfly	33.33	Maytals 2&3	NONE	100
10	Cheer Up	33.33	Maytals 2&3	NONE	100
11	Christmas To You	100		NONE	100
12	Collaterals	50	Newville Paul CA	DEMICS PUB / NONE	50
	Come Along With Me	33.33	Gordon/McCarty	NONE	100
	Come Come My Little Love Come	33.33	Gordon/McCarty	NONE	100
15	Copper	33.33	Maytals 2&3	NONE	100
16	Country Road	100		NONE	100
17	Doctor Lester	33.33	Gordon/McCarty	NONE	100
18	Domino	33.33	Maytals 2&3	NONE	100
19	Don't Let	66.66	Gordon/McCarty	NONE	100
20	Don't Lie	33.33	Maytals 2&3	NONE	100
	Don't Trouble		Gordon/McCarty	NONE	
21	Trouble	66.66			100
22	Do You Know	100		NONE	100
23	Farmer Man	50	Brady Paul Gilbert	NONE	100
24	Fatty Boom	50	Militon Nigel CA	DEMICS PUB / NONE	50
25	Fool For You	100		NONE	100
26	Give Him Some	33.33	Maytals 2&3	NONE	100
27	Give Me Your	33.33	Maytals 2&3	NONE	100
28	Giving Your Love	33.33	Maytals 2&3	NONE	100
29	Got To Feel It	100		NONE	100
	Hallelujah 2	100 & 33.33	Maytals 2&3	NONE/Island Mus Ltd/ Beverly Rec/Polygram Int MP/ Songs Of Polygram Int	100
31	He Is Real	100		NONE	100
32	Helping Ages Pass	33.33	Maytals 2&3	NONE	100
33	He's Real	33.33	Maytals 2&3	NONE	100
34	He's The Greatest	33.33	Maytals 2&3	NONE	100
	Hey Girl It's You I'm Talking To	33.33	Maytals 2&3	NONE	100
36	Hey Ruby	33.33	Maytals 2&3	NONE	100

LH MA

Additional Songs added to Schedule "A" of Agreement Dated June 17, 1994 Between Frederick Hibbert - Toots Music And Keep On Kicking Music, Inc. now between Alla SonMusic Inc. & Keep On Kicking Ltd.

1	Song Title	F.Hibbert Share	Other Writers	Other Publishers Counter Claim	AllaSonMus Claim
37	Hold On 2	33.33 & 66.66	Maytals 2&3 Gordon/McCarty	NONE	100
38	Home Sweet Home	100		NONE	100
39	I Ain't Got Nobody	33.33	Maytals 2&3	NONE	100
40	Idea	33.33	Maytals 2&3	NONE	100
41	I Got A Pain	33.33	Maytals 2&3	NONE	100
42	I Just Can't	33.33	Maytals 2&3	NONE	100
43	I Know 2	100 & 33.33	Maytals 2&3	Sheila Music Corp Ltd Island Music Inc Blue Mountain	NONE 100
44	I'll Never Grow Old	66.66	Maytals 2&3	NONE	100
45	I Love You So	33.33	Maytals 2&3	NONE	100
46	I Need Peggy	33.33	Maytals 2&3	NONE	100
47	I Need You Now	33.33	Maytals 2&3	NONE	100
48	I Shall Sing	100		NONE	100
49	It's You 2	100&1/3	Gordon/McCarty	Ackee M.I./Blue Mountain M.L/ Island Mus. / NONE	100
50	I've Got It	33.33	Maytals 2&3	NONE	100
51	I Want To Know	33.33	Maytals 2&3	NONE	100
52	John Jakes	33.33	Gordon/McCarty	NONE	100
53	Joy & Jean	33.33	Maytals 2&3	NONE	100
54	Just Got To Be	33.33	Gordon/McCarty	NONE	100
55	Just Tell Me	66.66	Gordon/McCarty	NONE	100
56	Let's Get Together	100		NONE	100
57	Louie Louie	100		NONE	100
58	Love Is A Hobby	33.33	Gordon/McCarty	NONE	100
59	Lovely Melon	33.33	Maytals 2&3	NONE	100
60	Me To Preserve	33.33	Maytals 2&3	NONE	100
61	More & More	100		NONE	100
62	Mr Jones	33.33	Maytals 2&3	NONE	100
63	My Destination	66.66	Gordon/McCarty	Shakat Music Pub	100
64	My Little Ruby	33.33	Maytals 2&3	NONE	100
65	My Love Divine	33.33	Maytals 2&3	NONE	100
66	My New Name	33.33	Gordon/McCarty	NONE	100
67	Naughty Little Flea	33.33	Maytals 2&3	NONE	100
68	Never Let You Down	33.33	Gordon/McCarty	NONE	100
69	No More Joke Man	33.33	Maytals 2&3	NONE	100
70	N.O.	50	Milton Nigel CA	DEMICS PUB / NONE	50
71	Oyeah	33.33	Maytals 2&3	NONE	100
72	Please Don't Leave Me	33.33	Gordon/McCarty	NONE	100
73	Promised Land	33.33	Maytals 2&3	NONE	100

Handwritten signature/initials

Additional Songs added to Schedule "A" of Agreement Dated June 17, 1994 Between Frederick Hibbert - Toots Music And Keep On Kicking Music, Inc. now between Alla SonMusic Inc. & Keep On Kicking Ltd.

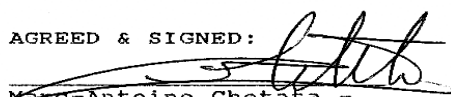
1	Song Title	F.Hibbert Share	Other Writers	Other Publishers Counter Claim	AllaSonMus Claim
74	Reborn	66.66	Gordon/McCarty	NONE	100
75	Scare Him	33.33	Maytals 2&3	NONE	100
76	School Days	66.66	Gordon/McCarty	NONE	100
	She'll Never Let		Gordon/McCarty	NONE	
77	You Down	33.33			100
78	Sing Praises	33.33	Maytals 2&3	NONE	100
79	Sit Right Down	100		NONE	100
80	Six & Seven Books	33.33	Maytals 2&3	NONE	100
81	So Mad In Love	33.33	Gordon/McCarty	NONE	100
82	Sons Of Slaves	66.66	Gordon/McCarty	NONE	100
83	Spider & The Fly	33.33	Maytals 2&3	NONE	100
84	Struggle	33.33	Gordon/McCarty	NONE	100
85	Study War No More	33.33	Maytals 2&3	NONE	100
86	Sweet & Dandy	33.33	Maytals 2&3	NONE	100
	Tell Me The Reason			Ackee M.I./Blue Mountain	
87		100		M.L/ Island Mus. / NONE	100
	Teel Me You Love		Gordon/McCarty	NONE	
88	Me	66.66			100
89	That's All I Want	33.33	Maytals 2&3	NONE	100
90	This Way	33.33	Maytals 2&3	NONE	100
91	Tight	33.33	Gordon/McCarty	NONE	100
92	Traitor	33.33	Maytals 2&3	NONE	100
93	Treat Me Bad	66.66	Maytals 2&3	NONE	100
94	Trouble Trouble	33.33	Maytals 2&3	NONE	100
	Turn This Thing			NONE	
95	Around	100			100
96	Twinkling Of Your	33.33	Maytals 2&3	NONE	100
97	War No More	66.66	Maytals 2&3	NONE	100
98	We Shall Overcome	33.33	Maytals 2&3	NONE	100
	What's On Your	100 /	Maytals 2&3	Sheila Music Corp Ltd Island	
	Mind	33.33		Music Inc Blue Mountain	
99				NONE	100
100	When I Laugh	33.33	Maytals 2&3	NONE	100
	Will You Give Me		Maytals 2&3	NONE	
101	Your Love	33.33			100
102	Written Down There	100		NONE	100
103	You Are Mine	33.33	Maytals 2&3	NONE	100
	You Got Me		Maytals 2&3	NONE	
104	Spinning	33.33			100
105	You Must Go	33.33	Maytals 2&3	NONE	100
106	You Said You Love	33.33	Maytals 2&3	NONE	100

FA JH

Schedule "B" To Agreement dated June 17, 1994
Between Toots Music - Frederick Hibbert, and
Keep On Kicking Music Inc.

It is agreed that a \$3,500 U.S. paid on 6/17/94 by M-A Chetata /
Keep On Kicking Music to Frederick Hibbert - Toots Music
constitue an advance recoupable against future publishing monies
to be due by Keep On Kicking On Kicking Music to Frederick
Hibbert - Toots Music

AGREED & SIGNED:


Marc-Antoine Chetata -
Keep On Kicking Music Inc.

Dated: 6/17/94

ACCEPTED AND AGREED TO:


Fredrick Hibbert - Toots Music

Dated: _____

Schedule "D" To Agreement Dated June 17, 1994 Between Toots Music
- Frederick Hibbert and Keep On Kicking Music, Inc.

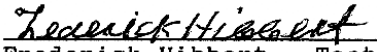
It is agreed that \$2,000 U.S. paid on October 18, 1994 by M.A.
Chetata/Keep On Kicking Music, Inc. shall constitute an advance
recoupable against future publishing monies to be due by Keep On
Kicking Music, Inc. to Frederick Hibbert - Toots Music.

AGREED AND SIGNED:



Marc-Antoine Chetata -
Keep On Kicking Music, Inc.

Dated: 1-31-85



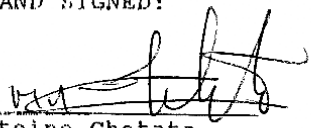
Frederick Hibbert - Toots Music Inc.

Dated: 31/1/95

Schedule "E" To Agreement Dated June 17, 1994 Between Toots Music
- Frederick Hibbert and Keep On Kicking Music, Inc.

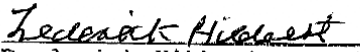
It is agreed that \$500 U.S. paid on January 27, 1995 by M.A.
Chetata/Keep On Kicking Music, Inc. shall constitute an advance
recoupable against future publishing monies to be due by Keep On
Kicking Music, Inc. to Frederick Hibbert - Toots Music.

AGREED AND SIGNED:



Marc-Antoine Chetata -
Keep On Kicking Music, Inc.

Dated: 1-31-95



Frederick Hibbert - Toots Music Inc.

Dated: 31/1/95

KEEP ON MOVING MUSIC INC.

Addendum to Agreement Dated June 17, 1994 Between Toots Music - Frederick Hibbert and Keep On Kicking Music, Inc.


It is agreed that the exclusive Administration agreement signed on June 17, 1994 between M.A. Chetata of Keep On Kicking Music, Inc. and Frederick Hibbert of Toots Music was transferred as of 01/01/97 to two new company names:

Mr Frederick Hibbert has changed his publishing company name to Alla SonMusic Inc. (BMI) and every copyrights owned by Frederick Hibbert doing business as Toots Music Inc. have been transferred to Alla SonMusic Inc. (BMI).

Mr Marc-Antoine Chetata of Keep on Kicking Music Inc (ASCAP) has transferred Keep on Kicking Music Inc. rights to Keep On Kicking Music Ltd. for the world excluding the territory of The U.S.A.

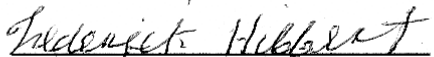
Keep on Kicking Music Inc (ASCAP) co-ownership of Mr. Frederick Hibbert's and Alla SonMusic Inc. (BMI) copyrights have been transferred to Keep On Moving Music Inc. (BMI) for the territory of the U.S.A.

AGREED AND SIGNED:



Dated: 12-8-97

Marc-Antoine Chetata -
Keep On Kicking Music, Inc. / Keep On Moving Music Inc.


Frederick Hibbert - Alla SonMusic Inc.

Dated: _____

105 W. 28th Street New York NY10001
Tel=212-239 9592 Fax 212 239 9602